# COLLECTIVE BARGAINING AGREEMENT

between

9W HALO OPCO L.P. d/b/a ANGELICA

And

GENERAL SALES DRIVERS, DELIVERY DRIVERS, HELPERS,

AND PUBLIC SECTOR,

TEAMSTERS LOCAL UNION NO. 14

Affiliated with the International Brotherhood of Teamsters

August 23, 2019 – August 22, 2022

This Agreement, made and entered into between 9W HALO OPCO L.P. d/b/a Angelica, hereinafter referred to as the "Employer", and Teamsters Local Union No. 14, hereinafter referred to as the "Union", for and on behalf of itself and its members.

#### WITNESSETH:

Whereas, the aforesaid Employer signatory hereto and the members of the Union are mutually desirous to effectuate a spirit of fair dealings between employer and employee and to assist in stabilizing conditions so as to maintain the standards of the Employer in high public repute and further to promote the general welfare of both the employee and the Employer.

# NOW THEREFORE BE IT AGREED THAT:

# **ARTICLE 1 - JURISDICTION**

- Section 1.1 This Agreement relates to and covers, and the term "employee" as used in this Agreement shall refer to all drivers employed by the Company at its facility located at 1080 Mary Crest Road, Henderson, Nevada 89102, but shall exclude supervisors, dispatchers, dockworkers, and all other employees. It shall cover all employees as above outlined at any location from which said Employer may conduct a business in Clark County, Nevada.
- Section 1.2 The Union shall be the sole bargaining agent and representative for all employees covered by this Agreement, and no individual agreement with any member of the Union shall supersede any of the provisions of this Agreement.
- Section 1.3 The Employer further agrees not to enter into any such individual agreement pertaining to hours, wages, or conditions of labor with any employee covered by this agreement or member of the Union without such agreement having been approved by the Union.

# **ARTICLE 2 - NEW EMPLOYEES**

- Section 2.1 When new employees are needed, the Employer will attempt to promptly notify the Union of such job classifications as to the number and classification of employees needed, and the Union may promptly nominate applicants for such jobs. The Employer shall choose between any nominee of the Union and any other applicants on the basis of their respective qualifications for the job. No applicant or employee will be preferred or discriminated against by the Employer because of union membership or activity, or because of non-membership in the Union.
- Section 2.2 The Employer agrees to promptly furnish the Union with the name, address, and hiring and termination dates of each employee, as well as with an executed copy of all wage assignments executed by employees.

# **ARTICLE 3 - CHECKOFF**

Section 3.1 The Employer agrees to honor lawful wage assignments when executed by members of the Union employed by the Employer and upon receipt of such wage assignments agree to withhold from such employee's pay the regular initiation fees and or periodic dues required by the constitution or bylaws of the Union, and agrees to remit the same promptly to the Union within ten (10) days after the date of the receipt by the Company of such withholding. The employee's authorization for such deductions is revocable, subject to the conditions outlined on the check-off authorization or upon termination of employment. (Exhibit A is Check Off Authorization Card)

# Section 3.2 D.R.I.V.E.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to Democrat Republican Independent Voter Education (D.R.I.V.E.). D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. headquarters on a monthly basis in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from that employee's check.

# **ARTICLE 4 - UNION WORKERS**

Section 4.1 The Employer agrees that it shall not be a violation of this Agreement for any union employee to conform to and support the principles of organized labor.

# ARTICLE 5 - EQUIPMENT RESPONSIBILITY

- Section 5.1 The Employer agrees to equip and maintain all equipment in compliance with city, county, state and federal laws for safety. He shall license all vehicles driven by the employees as is required by the different areas in which said vehicles are provided.
- Section 5.2 A driver may refuse to drive any piece of equipment that he/she deems to be unsafe. No employee, union member shall be held financial responsible for any damage because of accident in the operation of any equipment owned by the Employer when such equipment is being used within the scope of said driver's employment, provided, however, that this provision shall not apply if such accident is caused by the negligent or willful misconduct in the operation of the vehicle by the employee.

Section 5.3 The Employer agrees to be responsible and liable for citations issued because of faulty equipment only if the fault developed after such equipment has been taken from Plant 36 or the driver has previously reported such fault on a form provided by the Employer.

Section 5.4 The Employer shall maintain equipment and equip all vehicles to these standards, including but not limited to the following:

- a) All safety equipment required by law
- b) Heater/Defroster/Air Conditioner
- c) Sun visors where applicable
- d) Power steering and power brakes where applicable
- e) Preventative Maintenance
- Section 5.5 No employees covered by this Agreement shall be permitted to do any mechanical work. However, the driver shall keep the interior of the truck clean and in an orderly manner at all times, and shall keep the windshield clean as a safety precaution as well as washing the truck during idle time. The night shift drivers are not required to wash their trucks during their shift.
- Section 5.6 Any employee involved in any accident shall immediately report said accident and any physical injury sustained. A supervisor or individual chosen by management will come out to the accident scene and personally observe the scene, if possible. If a police investigation and/or report are filed as a result of the accident, that report will be used to determine fault. If no police report is made then the on-scene investigation, if any, will be used to determine whether the accident is chargeable or not. The employee, before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Employer and shall tum in all available names and addresses of witnesses to the accident. Copies of the accident report shall be available to the employee upon request. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer. The employee must also comply with all posted rules and regulations related to accidents.

# ARTICLE 6 - PRE-EXISTING WORKING CONDITIONS AND BENEFITS

Section 6.1 No employee shall suffer a wage reduction or the loss of any benefits or working conditions more favorable than those contained herein if such conditions existed prior to the signing of this Agreement, This clause shall not affect the right or duty of the Company to comply with the order of any duly authorized state or federal board or commission.

# **ARTICLE 7 - DONATIONS**

Section 7.1 Employees' donations or charitable contributions shall be voluntary, and such solicitation shall be by mutual agreement between the Employer and the Union and require evidence of the employee's consent be given to the Company.

#### **ARTICLE 8 - UNIFORMS**

- Section 8.1 The Employer agrees to pay the cost of all uniform apparel designated by him for employees to wear while on duty.
- Section 8.2 Employees who sever their employment shall turn in all such uniforms and/or other property of the Employer that is in their custody or have the cost of same deducted from their pay.
- Section 8.3 Each employee shall receive yearly a \$100.00 re-imbursement for shoes at a shop of the Employees choice.

# ARTICLE 9 - NOTICE OF SEVERANCE OF RELATIONS BY EMPLOYER AND EMPLOYEE

Section 9. It is agreed by the Union that any employee who wishes to quit his position shall give his Employer proper notice. The Employer may discharge an employee forthwith in case of gross misconduct. Examples of gross misconduct include, but are not limited to:

- a) Dishonesty:
- b) Drinking, being under the influence, or possession of alcoholic beverages while on duty or on Company property, which includes the Employer's vehicles;
- c) Use, being under the influence of, or possession of narcotics, or unlawful substances, while on duty or on Company property which includes the Employer's vehicles;
- d) Recklessness or gross negligence resulting in a serious accident or injury;
- e) Carrying of unauthorized passengers in Employer's vehicle:
- f) Failure to notify Employer of a suspension or revocation of operator's license;
- g) Possession of firearms or weapons on Employer's property;
- h) Falsifying documents;
- i) Insubordination or refusing a direct order;
- j) Disorderly conduct, fighting or instigating a fight;
- k) Failure to report accidents or injuries immediately;
- 1) Violation of any EEOC law;
- m) Damage to or destruction of Company or customer property or equipment;
- r) Failure to comply with drug and alcohol testing procedures as outlined in the Company Drug and Alcohol Policy;
- o) Deliberate violation of Company posted rules.

At the expiration of the time specified, the employee shall receive all monies due him.

The mutual notice required herein shall, in any event, pertain only to any employee who has completed his or her probationary period.

- Section 9.2 The Company agrees to give employees notice of layoff at least one (1) week in advance, unless conditions beyond the reasonable control of the Company preclude such notice, wherein no less than seventy-two hours' notice will be provided. Employees will likewise provide the Employer notice of their resignation at least one (1) week in advance. Further, it is agreed by both parties, a copy of said discharge or quit notice shall be delivered to the Union headquarters within three (3) days after said notice has been given to the employee or Employer.
- Section 9.3 Generally, the Company will follow the principle of progressive discipline which is verbal warning, written warning, second written warning and termination. The Company may utilize an unpaid suspension with the 2<sup>nd</sup> written warning. No verbal notice will be considered as a discharge or quit notice. All notices must be tendered in writing and a copy shall be forwarded to the Union. The Company in its sole discretion may accelerate the discipline steps in cases of gross misconduct not requiring an immediate discharge.

Section 9.4 No warning notice shall be used for purpose of discipline after twelve (12) months from date of issue.

# ARTICLE 10 - INSPECTION OF RECORDS

Section 10.1 Upon request of the Union, the Employer agrees to submit any records necessary for check of employee's hours, pay or other conditions provided for in this Agreement. Such inspection shall be made by a duly accredited representative of the Union during working hours, the time of such inspection to be agreed upon by the Union and the Employer, after notice by the Union that such inspection is requested. When copies are requested the actual cost of copying shall be paid by the Union.

# ARTICLE 11- BULLETIN BOARD

Section 11.1 The Employer will establish in a suitable place, readily accessible to all employees, a bulletin board for the exclusive use of the Union, upon which all official notices and such other bulletins of information, as are necessary, shall be posted by the Union. The company reserves the right to immediately remove any posted material that is derogatory to management or the Company.

### **ARTICLE 12 - WORKING RULES**

Section 12.1 Rules and regulations for the conduct of business as the Employer shall consider necessary and proper and which do not conflict with the terms or spirit of this Agreement shall be observed by all employees. Such rules and regulations shall be posted by the Employer on a

bulletin board located in a position that all employees concerned may become familiar with such regulations. In lieu of the above, the Employer may supply such rules and regulations in the form of a manual.

# **ARTICLE 13 - PHYSICAL EXAMINATION**

Section 13.1 Physical examination, when required by the Employer or as required by Federal or State regulations, shall be paid for by the Employer.

### **ARTICLE 14 - SUCCESSORS**

Section 14.1 The Employer shall give notice of the existence of this Agreement to any heir, transferee, purchaser, lessee, assignee, etc., of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not less than thirty (30) days prior to the effective date of sale or transfer. No part of the work or operations covered by this Agreement shall be sublet, transferred or in any other manner disposed of without prior agreement of the Union.

# ARTICLE 15 - GRIEVANCE AND ARBITRATION

Section 15.1 Grievances shall be processed and/or resolved pursuant to this Article.

#### GRIEVANCE

- Step 1. The employee and his/her supervisor shall meet informally to discuss and/or resolve the dispute, if the grievance is directed against the immediate supervisor; it must be presented to the next level of management.
- Step 2. If no settlement can thus be affected, the employee and/or the Union representative, no later than fifteen (15) calendar days after the event giving rise to the grievance, or fifteen (15) calendar days after the employee could have learned of the events, must submit the written grievance to the immediate supervisor. The Union's representative and the Plant Operations Director will meet within fifteen (15) calendar days of the date of the receipt of the grievance.
- Step 3. In the event the grievance is not resolved at Step 2, the Union Representative and Angelica's Regional Vice-President, or designee, will meet within fifteen (15) calendar days of the Step 2 meeting to discuss and/or resolve the dispute.
  - a. Provided a satisfactory settlement cannot be arrived at, the case shall then proceed to arbitration as hereinafter set forth in this Agreement.

# ARBITRATION

- Should any disagreement arise between the Employer and the Union with respect to the
  interpretation or application of any provisions, or provisions of this Agreement, which
  disagreement cannot be amicably settled by negotiations between representatives of the
  Union and the Employer, the matter shall be submitted to the Federal Mediation and
  Conciliation Service for settlement by appointment of an arbitrator for hearing and
  determination, in accordance with the procedure of said service.
- 2. Either party desiring to arbitrate any case shall notify the other within thirty (30) days of the Step 3 meeting, in writing and the arbitrator selected by the parties, shall be authorized to make a final and binding award.
- 3. The cost of the arbitrator shall be borne equally by the Employer and the Union.
- 4. In the event any action is brought to enforce this Agreement or supplements hereto or any award made by arbitrators or to seek damages for breach of the terms thereof, the prevailing party shall be awarded reasonable attorney's fees and costs.
- 5. It is understood and agreed between the parties that the arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement.

# ARTICLE 16 - DELIVERY SERVICE

- Section 16.1 All deliveries shall be made on Company time and paid for at the proper rate of pay.
- Section 16.2 The Company retains the right to make deliveries when no other bargaining unit employees are available within the required time frame. If there are drivers immediately available to make any delivery, the company shall utilize the bargaining unit employee to make any such delivery, regardless if that employee's shift has been completed. In the event there is no such employee immediately available, the company may find other means in which to complete the delivery.
- Section 16.3 All work customarily performed by members of the Union shall be performed by employees of the Employer within the bargaining unit covered by this Agreement.

#### **ARTICLE 17 - TIME CLOCK**

Section 17.1 The Employer will furnish and maintain in good working order, a time clock for keeping an accurate record of the time of all employees working on an hourly, weekly, or daily basis. The Employer shall see that this record is kept as a permanent record from which all payrolls shall be computed.

# ARTICLE 18 - SAVINGS CLAUSE

Section 18.1 Should any paragraph, sub paragraph, sentence, clause or provision herein contained violate or be in conflict with any State or federal law or regulation, the parties hereto agree to negotiate a new provision relative to the same matter which shall conform to law, but the remainder of this Agreement shall not be invalid but shall remain binding upon the parties hereto, in accordance with the remainder of its term.

Section 18.2 It is the intent of this Article that all parties agree to comply with the Department of Transportation rules and regulations.

# **ARTICLE 19 - FUNERAL LEAVE**

Section 19.1 An employee shall be granted a special leave of absence because of death in the Employee's immediate family which, for the purpose of this Agreement, consists of:

Spouse	Daughters	Sons	
Step-parents	Brothers	Sisters	
Father-in-law	Mother-in-law	Spouse's Grandparents	
Parents	Grandparents	Legally adopted Children	

- Section 19.2 Such leave shall be limited to three (3) consecutive calendar days commencing with the date of death or the day following the date of death, and the employee shall be compensated at his regularly rate for any working time lost from his regularly scheduled shift. Employee shall be permitted to take an additional two (2) days, either unpaid or utilizing any accrued time the employee may have, for funeral leave in the event the funeral is over two hundred (200) miles from Las Vegas.
- Section 19.3 The employee may, with the Employer's agreement, take funeral leave at another time, as deemed necessary, if unusual circumstances warrant it. This occurrence must happen within thirty (30) days after the death has occurred.
- Section 19.4 In the event the death in the employee's immediate family while the employee is on vacation, the employee may request that vacation time be extended to include the days allowed for the normal funeral leave.
- Section 19.5 After granting time off with pay in accordance with this provision, the Employer may request proper verification.
- Section 19.6 Upon application to the Employer, the employee may be granted additional time off without pay. The amount of time off will depend upon the circumstances of each particular case.

# **ARTICLE 20 - JURY DUTY/COURT LEAVE**

- Section 20.1 Court leave resulting from jury duty and testifying as a subpoenaed witness for company related business shall be granted to any employee for the required in-service on a jury or in court under subpoena.
- Section 20.2 Court leave will be compensated at the employee's regular rate of pay for a period not to exceed seven (7) scheduled work days, less any amount received for serving on jury duty. Further, if Jury Duty/Court Leave lasts longer than the allotted seven (7) day period, the employee should be permitted to exhaust any accrued leave that employee may have, should he so choose. Upon receipt of a jury duty summons, the employee must immediately furnish a copy of the summons to his/her supervisor, who will approve the time off.
- Section 20.3 If an employee is excused from court duty on a scheduled workday, he shall report for work to complete the remaining hours of his scheduled work shift if there are more than four hours left on his shift.
- Section 20.4 Employees involved in civil, administrative or criminal proceedings may use accrued annual leave to attend any meetings, hearings, or proceedings required. Employee must give his/her supervisor at least ten (10) working days' notice prior to requesting leave to attend such proceedings.
- Section 20.5 Postponement or cancellation of any previously noticed court appearance should be communicated without delay to employee's supervisor, and employee should report for work on his normal work schedule at his normal reporting time.

# **ARTICLE 21 - SHOP STEWARDS**

- Section 21.1 The Employer recognizes the right of the Union to designate shop stewards. The authority of shop stewards, so designated by the Union, shall be limited to, and shall not exceed the following duties and activities:
  - A. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement. The Company reserves the right to require this time be unpaid time
  - B. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been
    - a. reduced to writing, or

- b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
- Section 21.2 Shop stewards or any other employee shall have no authority to take strike action or any other action interrupting the Employer's business except as authorized by official action of the Union.
- Section 21.3 The Employer recognizes these limitations upon the authority of shop stewards and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

# **ARTICLE 22 - JOB DESCRIPTION**

- Section 22.1 Class A and B Driver Duties: Within the limitations of individual company policies, deliver clean sheets, pillow slips, etc., pick up soils, install new accounts, clean out and terminate old accounts under management supervision on a large volume basis with hospitals or healthcare facilities. Employee will have customer contact but no responsibility for cash or bookkeeping functions.
- Section 22.2 Utility Driver Duties: Within the limitations of individual company policies, in addition to performing all the duties of a linen driver, can run absentee and/or vacation relief and break-in drivers.
- Driver Part Time: It is hereby agreed that one employee per six (6) full time employees may be classified as driver part time. He shall not be guaranteed any minimum hours of work, except from premium pay for the holidays but shall be subject to all other terms and conditions of this agreement. He shall be covered by pension for hours worked, covered by hospitalization, insurance, dental care and prescription drugs but other benefits such as vacation, holidays, shall be established on a pro rata basis related to number of hours worked.

#### **ARTICLE 23 - SENIORITY**

- Section 23.1 Seniority shall be based on length of continuous employment with the Employer.
- Section 23.2 Employees hired on a permanent basis shall be considered probationary employees until they have been employed ninety (90) days by the Employer. Probationary employees will have no recourse to the grievance and arbitration procedure, but they shall otherwise be subject to the terms and conditions of this Agreement.
- Section 23.3 Seniority of an employee shall be lost when an employee is:

- A. Discharged for cause;
- B. Resigns;
- C. Is not rehired within one hundred twenty (120) calendar days after layoff;
- D. Is absent more than twenty-six (26) weeks in any continuous fifty-two (52) week period due to illness or accident with exception to work related injury or illness;

Section 23.4 In cases of workweek scheduling, shift preference, layoff and recall of forces, the following factors shall be considered, and where factors a. and b. are equal, length of seniority shall govern:

- a. Length of seniority;
- b. Knowledge, skill and efficiency on the job.

# ARTICLE 24 - FAMILY MEDICAL LEAVE

Section 24.1 The Employer and the Union recognize the existence of the FMLA and agree to abide by the provisions of it. Time-off under the FMLA will run concurrently with any other available time-off provisions in this Agreement.

# **ARTICLE 25 - ROUTE TRANSFERS**

Section 25.1 All transfers between routes, in the event of route vacancies, shall be handled in the following manner:

Transfers will be granted on the basis of seniority. If an employee requests a transfer from one route classification to another or any open route and he is granted the transfer, he shall be paid at the wage rate of the job classification transferred to.

Section 25.2 No employee shall be transferred from one route to another unless mutually agreed upon between the Employer and the employee with notification of such action to the Union.

Further, no employee shall be disciplined nor discriminated against for refusing a route transfer.

Section 25.3 In the event of route opening or vacancy, only two (2) moves per opening may be made.

# ARTICLE 26 - STRIKES AND LOCKOUTS

Section 26.1 It is the intent of the parties that all disputes shall be settled by peaceful means. For the duration of this Agreement, there shall be no lockouts by the Company and there shall be no strikes, work stoppages, slowdowns, sympathy strikes or boycotts that interfere with the performance of bargaining unit work.

Section 26.2 Employees shall not be required to cross picket lines established against the Employer's customers if such picketing is being conducted by a Union which is the authorized representative of the employees involved and has been sanctioned by Teamsters Joint Council 42. A primary picket line shall not include secondary, informational or jurisdictional picket lines. No employee will be penalized or discriminated against by the Employer for exercising his rights hereto. The Company shall have the right to discharge or otherwise discipline any employee who violates Section 26.1 above. The sole issue of arbitration shall be whether or not the employee(s) in fact participated in or were responsible for such violation.

# **ARTICLE 27 - SAFE WORKING CONDITIONS**

Section 27.1 The Employer shall comply with all state and federal laws and regulations concerning workplace safety and shall provide all employees with a safe and healthy work environment. Employees should report any safety concerns or unsafe conditions to the Employer. No employee will be disciplined or retaliated against for reporting such concerns or conditions. Complaints concerning alleged violations of such laws, regulations, or other safety and health hazards will be subject to the grievance and arbitration provisions of this Agreement. In addition, the Union reserves the right to pursue any claimed violation through appropriate administrative procedures available through a federal, state, or local agency empowered to review such matters.

Section 27.2 If an employee(s), during the performance of his/her duty is exposed to potential jeopardy of their health, the Employer' will arrange, at the Employer's expense, to have the affected employee(s) examined, diagnosed, and/or treated until released from a doctor's care.

Section 27.3 Protective devices, wearing apparel and other equipment determined to be necessary by the Employer for protection from accidents and health hazards shall be provided by the Employer. Where such protective devices are required for the safety of employees, the employee must wear the protective device(s) while working or occupying such area.

# **ARTICLE 28 - MANAGEMENT PREROGATIVES**

Section 28.1 Except for matters otherwise specifically provided herein, the Employer has and retains full control and discretion in all matters relating to the management, personnel and conduct of its business. It is understood that matters relating to the management of the Company, supervisory systems, the right to assign work and responsibility, the right to schedule the days and hours of the work week, the right to relieve employees because of lack of work or because of re-adjustment of work schedule, or for just cause, and in general the right to control operations, are not subject to this Agreement and are not subject to the arbitration provisions contained

herein. This Article shall not be construed as a waiver of the Union's right to bargain during the term of this Agreement.

Employees shall reasonably serve all Company customers in exactly the manner prescribed by the Company.

# ARTICLE 29 -- HOURS OF WORK

Section 29.1 The standard work week for all full time employees shall be forty (40) hours, exclusive of one-half (1/2) hour for lunch: to be worked either:

- A. Any five (5) consecutive days, Monday through Sunday, or
- B. Any four (4) days Monday through Sunday, or
- C. Any three (3) days Monday through Sunday provided at least two (2) of the days off are consecutive.

It is not the intent of the company to establish or schedule split shifts

# **ARTICLE 30 – MINIMUM WAGE RATES**

Section 30.1 The basic rate for each classification shall be the rate per hour for forty (40) hours each week and for time over forty (40) hours, the employee shall receive for each hour of work, not less than time and one-half (1-1/2) of such basic rate with a guarantee on the part of the Employer that the employee will receive for regular time and such overtime as necessities of the business may demand. All full time employees will be guaranteed eight (8) hours, or whatever their regularly schedule work hours are, i.e., 4xl0's, 3x13's, etc., once they report to work.

Section 30.2 Time shall be recorded on a time dock located at the Vegas facility. The regular starting time shall normally be posted by Friday of the preceding week. In cases of emergency, etc., the Company shall notify employees the day before of any change of time. Drivers shall be allowed one-half (1/2) hour for lunch which shall not be included in hours worked. It is understood and agreed, however, that reporting schedules may be subject to change contingent upon the demands and requirements of the business. Change of reporting time shall not exceed one (1) hour from regular reporting time unless the Company notifies the employee twenty-four (24) hours in advance.

Section 30.3 Any employee who is called in shall be guaranteed a minimum of four (4) hours' work or pay. In the case of emergency call in time, the employee shall receive time and one-half (1-1/2) pay. Emergency is defined as but not limited to fellow employee illness, death in family, etc.

Section 30.4 Time and one-half will be paid for each hour worked in excess of forty hours. Call in and/or scheduled overtime hours will not be used to offset any shortage in the 40 hour

guaranteed work week. All work performed on the seventh (7th) consecutive day shall be at double time (2x) rate of pay.

A wage increase chart is attached as part of this agreement (attachment A).

Section 30.5 Every employee shall be entitled to a cell phone allowance of \$20.00 dollars a month.

# **ARTICLE 31 - HEALTH AND WELFARE**

Section 31.1 A Health and Welfare Taft-Hartley Trust known as Teamsters Security Fund for Southern Nevada, Local 14 has been established by an agreement and Declaration of Trust dated October 1, 2014.

The Employer agrees to abide by said Agreement and Declaration of Trust to the extent it does not conflict with the terms of this agreement. The Employer agrees to make payments to the Fund in the amount designated below for such benefits as determined by the Trustees. The current benefits ("Benefits") provided by the Fund per Trustee actions are comprehensive medical, dental, and vision benefits. Additional benefits include Employee Assistance (EAP) and Life Insurance. Employer agrees to make contributions and seek refunds of contributions to the Fund per the provision outlined in Appendix A of this Agreement.

Section 31.2 It is understood and agreed that the Trust Fund will determine the total premium for the health and welfare plans. The Employer accepts the trustees appointed by the respective associations for their trustees.

Section 31.3 The Employer and the employee agree to pay up to the amount set forth below to provide for such benefits:

Effective Date	Employer Contribution	Employee Contribution	
August 23, 2019	\$ 817.00	\$ 187.50	
August 23, 2020	\$ 841.50	\$ 192.50	
August 23, 2021	\$ 866.00	\$ 197.50	

Section 31.4 It is understood and agreed that the total amounts listed above for comprehensive health plan and dental/vision coverage may be adjusted as agreed between the Union and associations to best accommodate achieving a well-balanced, cost effective, overall health insurance program.

Should the costs of maintaining the benefits of this comprehensive health plan increase during the term of this Agreement, the Union shall be authorized, by written notice to each employer, to authorize the Employer to make necessary deductions monthly from employee's wages to maintain the plan without a reduction in covered benefits.

Section 31.5 The Employer agrees to continue to provide Employer paid \$10,000 term life insurance for full time employees.

# **ARTICLE 32 - PENSION CLAUSE**

Section 32.1 The Employer shall pay into the Western Conference of Tearnsters Pension Trust Fund for straight time hours worked, not to exceed 2,080 hours per calendar year, per covered employee, the following amounts:

Effective Date	Employer's Increase	Total Monthly Contribution	
Current		\$ 1.40	
August 23, 2019	\$ .05	\$ 1.45	
August 23, 2020	\$.05	\$ 1.50	
August 23, 2021	\$ .05	\$ 1.55	

Section 32.2 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said trust fund for the prompt and orderly collection of such amounts. Failure to make payments herein provided for within the time specified shall be a breach of this Agreement.

Section 32.4 For the Purpose of this Section, paid holidays and paid vacation shall be counted as time worked but no payments shall be made on overtime basis.

For probationary employees hired on or after December 1, 2007, (or date of acceptance if later), the Employer shall pay an hourly contribution rate of \$.10. During the probationary period as defined in this Article 23 Section 23.2, , but in no case for a period longer than 90 calendar days from the initial date of hire. Contributions shall be made on the same basis as set forth in Article 32 of the agreement. After the expiration of the probationary period as defined in Article 23, Section 23.2, but in no event longer than 90 calendar days from an Employee's initial date of hire, the contribution shall be increased to the full contractual rate.

# **ARTICLE 33 - HOLIDAYS**

Section 33.1 All employees under the jurisdiction of this Agreement, who qualify, shall receive the following paid holidays:

New Year's Day

Fourth of July

Labor Day

Thanksgiving Day Memorial Day Christmas Day

Two (2) Floating Days

Holiday pay shall be based on eight (8), ten (10), or thirteen hours, based on an employee's regular work shift at straight time rate of pay according to normal work schedule.

If the employee works on any holiday, any work performed shall be paid for at one and one half times (1 ½ x) the normal rate of pay. This amount is in addition to the eight (8), ten (10) or thirteen (13) hours of holiday pay.

The eight (8), ten (10) or thirteen (13) hours of holiday pay will be counted toward hours worked for overtime purposes.

For an employee to be eligible for holiday pay the employee must have a minimum of thirty (30) days continuous service. In addition an employee must work their last scheduled shift before and after the holiday to be eligible for holiday pay.

In order to be eligible for a Floating Day the employee must have minimum of six (6) months continuous service. Floating holidays must be scheduled in advance in order to receive pay and are subject to work demands and driver availability.

# **ARTICLE 34 – VACATIONS**

Section 34.1 Employees who have one (1) or more years of service with the Employer and who have worked at least fourteen hundred (1400) hours during the past twelve (12) months period shall be eligible for vacation with pay.

Vacations with pay shall be as follows:

Employees with one (1) year of service shall receive one (1) week. Employees with two (2) years of service shall receive two (2) weeks. Employees with five (5) years of service shall receive three (3) weeks. Employees with twelve (12) years of service shall receive four (4) weeks.

During December 1 - January 31, each employee may submit bids for desired vacation weeks for the New Year. Subject to staffing consideration, the Employer shall award vacation based on seniority. As of February 1, all remaining available vacation will be awarded on a first come-first served basis. Accrued vacation will be paid in advance on or before employee leaves on scheduled vacation.

Allowance of vacation of less than one week will be at the Company's discretion.

A week's vacation for hourly employees shall consist of forty (40) hours at straight rate of pay.

Any employee who has one (1) or more years of service and separates from the Company shall be paid at the time of such separation for all accumulated and unused vacation time.

Excused absence for on-the-job, injury or time off to attend Union business shall be considered as time worked for the purpose of determining the right to vacation; provided that in the event an employee is granted a leave of absence for full time employment by the Union, such time shall be considered time worked for the purpose of determining the right to vacation.

Part time drivers are eligible for a prorated portion of vacation pay based on actual hours worked as a percent of full time hours. (An employee working 20 hours per week would receive 50% of normal vacation pay).

# ARTICLE 35 - SICK LEAVE

Section 35.1 All employees covered by this agreement who have been continuously employed by the Employer for a period of at least one (1) year shall thereafter be entitled to five (5) days (40 straight hours) of sick leave with pay per year. However, upon completion of six (6) months of employment, the employee shall be credited with two (2) days' sick leave. These two (2) days must be used within the following six (6) months or the employee will be paid for this time on their anniversary date. A doctor's certificate or other reasonable proof of illness may be required by the Employer upon the third consecutive day of absence. Such sick leave with pay shall be applicable only in the cases of bona fide illness or accident and shall be paid in the following manner:

Sick leave payments shall begin the first day of illness.

In industrial injury or disability cases, Workmen's Compensation, Unemployment Disability (UCD) benefits and sick benefit allowance shall be paid separately, but in the event Workmen's Compensation payments or Unemployment Disability (UCD) covers all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the wages payable for said period.

Any fraudulent use of sick leave shall be considered sufficient cause for discharge forthwith.

Any unused portion of sick leave in any one (I) year shall accumulate from year to year up to a maximum of one hundred twenty (120) hours. On their anniversary date the employee shall have the option to maintain their sick hours in their bank or to be paid out sick leave in excess of five (5) days (forty [40] hours) which has been earned, but not used, at the employees straight time hourly rate. Any employee who has reached the maximum accumulation of one hundred twenty (120 hours will be paid one hundred percent (100%) of any sick leave days in excess of the maximum accumulation.

Any employee who has one (1) or more years of service shall be paid at the time of separation from the Company for all accumulated sick leave under the following guideline:

Any employee that retires will receive payout for 100% of their sick leave hours, any employee that separates with the proper notice will receive 50% of their sick leave hours, and employee that is discharged for cause will not receive a payout for their sick leave hours.

# **ARTICLE 36 - SERVICE FOR RESALE**

Section 36.1 The Employer agrees that no services or facilities of his plant will be extended to any person, firm or corporation in the business of laundry, linen supply or dry cleaning for resale on any basis unless such person, firm or corporation shall operate under an agreement with the Union party to this Agreement, covering all employees coming under jurisdiction of said Union.

Section 36.2 No additional independent contractors, or lessees of equipment other than those operating on the date of this Agreement's signing, will be added to any operation and all services thereafter of the contractor, provided for by this Agreement shall be rendered by Company drivers hired under the terms, working conditions, hours and wages herein provided for. Section 36.3 Independent contractors, if utilized, shall be members of the Union and shall work on a contract to be negotiated between the Employer and the Union.

# **ARTICLE 37 - TIME OFF**

Section 37.1 No employee shall lose his job classification because of absence due to illness or accident, if such absence does not extend beyond a period of thirteen (13) weeks. All employees with five (5) years or more of continuous employment shall be allowed an additional thirteen (13) weeks or total of twenty-six (26) weeks, provided that such employee notifies the Employer and the Union, in writing, that additional absence is necessary, prior to the expiration of the first thirteen (13) week period.

No vacation benefits shall accrue to any employee after twenty (20) consecutive calendar days of absence unless the law requires. If an employee has been under the employment of the Company for five or more years, that employee shall accrue vacation benefits while taking leave under the F.M.L.A. to the maximum allowance of twelve (12) weeks.

No benefits shall accrue to an employee during the above absence. However, if he returns within the specified limits, his rights, based on length of continuous service, shall be maintained.

## **ARTICLE 38 - EFFECTIVE DATE AND TERMINATION**

Section 38.1 This agreement shall become effective on August 23, 2019 and shall continue in full force and effect until August 22, 2022, and from year to year thereafter, unless notice in writing is given sixty (60) days prior to the expiration date by either party that such party intends to terminate this agreement on the expiration date. Failure by either party to give such notice

shall be deemed to be consent to a renewal of this agreement for a period of one (1) year from the termination date affixed herein.

In witness whereof, the parties hereto have executed this agreement the date and year first hereinabove written.

**TEAMSTERS LOCAL UNION NO. 14** 

9W HALO OPCO L.P. d/b/a ANGELICA

John Partridge

VP, Treasurer & Labor Relations

# Attachment A: Wages

	Current	Effective 8/23/19	Effective 8/23/20	Effective 8/23/21
Increase		\$ .55	\$ .55	\$ .55
Utility	\$ 21.18	\$ 21.73	\$ 22.28	\$ 22.83
RSR – Class A	\$ 20.68	\$ 21.23	\$ 21.78	\$ 22,33
RSR – Class B	\$ 19.68	\$ 20.23	\$ 20.78	\$ 21.33

New Hire Rate: Hire in at 80% of Job Rate Company, 90% after 45 days and 100% after 90 days or the end of probation.